

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NOVO NORDISK A/S AND NOVO
NORDISK INC.,

Plaintiffs,

v.

LV SOLUTIONS INC. D/B/A TIMELESS
INJECTABLES,

Defendant.

Case No. 1:24-cv-12801

FINAL JUDGMENT ON CONSENT

This matter having come before the Court on the joint request of the parties for entry of this Final Judgment and Permanent Injunction on Consent (this “Final Judgment”); and

It appearing that Plaintiffs Novo Nordisk A/S and Novo Nordisk Inc. (collectively, “Novo Nordisk”) filed their Complaint in this action on December 12, 2025, and that Defendant LV Solutions Inc. d/b/a Timeless Injectables (“Defendant”) was served with the Complaint and, through counsel, appeared on January 22, 2025; and

It further appearing that the parties have agreed to settle and resolve this matter without any further formal proceedings herein, and, as indicated by the signatures below, have consented to the entry of this Final Judgment in connection with such resolution of this action; and

The Court finding good cause therefor;

NOW, THEREFORE, by stipulation and agreement of the parties, and with the express consent of counsel for plaintiffs and counsel for Defendant, as indicated below, and for good cause shown,


IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, and has jurisdiction over Defendant. Venue in this Court is proper pursuant to 28 U.S.C. § 1391.

2. Plaintiff Novo Nordisk's Complaint states causes of action against Defendant for false advertising and unfair competition in violation of sections 32(1) and 43(a) of the Lanham Act, 15 U.S.C. §§ 1114(1) and 1125(a), common law, and the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.

3. Plaintiff Novo Nordisk has adopted and used, and has valid and enforceable rights in and to, the trademarks OZEMPIC, WEGOVY, and RYBELSUS (the "Novo Nordisk Marks") for pharmaceutical products.

4. The federal trademark registrations of Plaintiff Novo Nordisk A/S for the Novo Nordisk Marks identified below are valid, subsisting, and enforceable:

Mark	Reg. No.	Issue Date	Goods
OZEMPIC	4,774,881	July 21, 2015	Pharmaceutical preparations (class 5)
WEGOVY	6,585,492	December 14, 2021	Pharmaceutical preparations (class 5)
	6,763,029	June 21, 2022	Pharmaceutical preparations (class 5)
RYBELSUS	5,682,853	February 26, 2019	Pharmaceutical preparations (class 5)

5. Without the consent of Plaintiff Novo Nordisk, Defendant has used one or more of the Novo Nordisk Marks in connection with the sale, marketing, promotion, and offering of compounded drug products purporting to contain semaglutide that have not been approved by the

U.S. Food & Drug Administration (the “FDA”) and are not genuine Novo Nordisk FDA-approved, semaglutide-based medicines (“Unapproved Compounded Drugs”).

6. Without the consent of Plaintiff Novo Nordisk, Defendant has engaged in advertising, marketing, and/or promotion that falsely suggests that: (i) the Unapproved Compounded Drugs have been reviewed by the FDA for safety, effectiveness, or quality; or have been demonstrated to the FDA to be safe or effective for their intended use; (ii) the Unapproved Compounded Drugs offered by Defendant achieve or have been shown or proven to achieve certain therapeutic results, effects, or outcomes; and/or (iii) the Unapproved Compounded Drugs achieve or have been shown or proven to achieve therapeutic results, effects, or outcomes similar or identical to Novo Nordisk’s FDA-approved, semaglutide-based medicines, and/or that the Unapproved Compounded Drugs are interchangeable with or equivalent to genuine Novo Nordisk FDA-approved, semaglutide-based medicines.

7. Defendant’s actions as described above are likely to cause confusion, infringe Novo Nordisk’s rights in the Novo Nordisk Marks, and violate Novo Nordisk’s rights under the Lanham Act and state law.

8. The parties having agreed to a confidential settlement agreement that resolves Novo Nordisk’s claims, no award is included in this Final Judgment.

9. Judgment is hereby entered in favor of Plaintiff Novo Nordisk as set forth above. All claims asserted in this action are hereby dismissed without prejudice with leave to reinstate on or before August 12, 2026 – for the sole purpose of ensuring enforcement of the parties’ settlement agreement, this Final Judgment, and as otherwise provided herein. After August 12, 2026, this case shall be deemed, without further order of the Court, to be dismissed with prejudice.

10. In accordance with the Lanham Act, 15 U.S.C. § 1116, the Clerk of the Court shall notify the Director of the Patent and Trademark Office of the entry of this Final Judgment, who shall enter it on the records of the Patent and Trademark Office.

11. This Final Judgment shall be deemed to have been served on Defendant, its officers, directors, shareholders, owners, agents, servants, employees, and attorneys, and all those in active concert or participation with them as of the date of entry hereof by the Court.

SO ORDERED, this 18th day of September, 2025.

/s/ Martha M. Pacold

Martha M. Pacold

UNITED STATES DISTRICT JUDGE